



Please Fax the Requested information back to:

817-741-2272

1. MC Authority
2. W-9 Form
3. Insurance Certificate
4. Carrier Profile Sheet
5. All (7) pages of contract

(Even if they don't apply to your company)

- A. Please "SIGN" contract on Page 5
- B. Please "INITIAL" all 8 pages

Thank You

Thomas Logistics

PHONE 817-741-2270

FAX: 817-741-2272



## Instructions

1. Carriers having a unsatisfactory safety rating will not be accepted. Carriers having a conditional safety rating will only be considered for acceptance if ALL of the following documents are provided:
  - a. A copy of the carrier's formal request to the FMCSA ( 49 CFR 385.17) to be upgraded to satisfactory.
  - b. A copy of the compliance review from the FMCSA showing the number and types of violations
  - c. A copy of the carriers improvement pan
2. Completed carrier profile including equipment profile
3. Copy of the carrier's contract of common carrier authority
  - a. Company name and address on insurance certificate on insurance certificate must match name and address on authority
4. Copy of the carrier's hazmat transportation authority ( if applicable)
5. Completed w-9 or w-8 form
6. Signed Thomas Logistics Broker/ Carrier Agreement
  - a. All pages must be initialed. Page 5 of the contract must be signed
7. Insurance Certificate
  - a. Proof of \$ 100,000 Cargo Liability, \$1,000,000 Public Liability(Auto)
  - b. Thomas Logistics / Thomas Transportation as **additional insured** and named as **certificate holder** with the address:  
Thomas Logistics/Thomas Transportation and its subsidiaries  
905 S Harwood St  
Dallas, TX 75201

Thomas Logistics Carrier Profile

**1. Carrier Information**

Carrier Name \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
 EIN# \_\_\_\_\_ MC#: \_\_\_\_\_ DOT#: \_\_\_\_\_

**2. Contract Information**

Primary Operations Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax#: \_\_\_\_\_  
 Sales/Pricing Contact \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_

**3. Insurance Information**

Insurance Agent Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

**4. Payment Remit to Information**

Is the below name/address a factoring company? YES / NO  
 Payment Remit to Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**5. Equipment and Fleet Profile**

\*Carrier is required to complete this section for activation. Please list ALL equipment types the carrier operates.

Are you certified as a SmartWay freight carrier by the EPA? YES / NO

Are you Hazmat Certified? YES / NO

Are you CTPAT certified? YES / NO

# of Drivers \_\_\_\_\_

	# of		# of		# of
Vans ( 53 ft-Air)	_____	Flatbed (48 ft)	_____	Reefer (48 ft)	_____
Vans ( 48 ft-Air)	_____	Flatbed (53 ft)	_____		
Vans (53 ft)	_____	Dump	_____		
Vans (48 ft)	_____	Reefer (53 ft-Air)	_____		
Hopper	_____	Reefer (48 ft-Air)	_____		
Other	_____	Reefer (53 ft)	_____		

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type	Name (as shown on your income tax return)
See Specific Instructions on page 2.	Business name/disregarded entity name, if different from above
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____
	Address (number, street, and apt. or suite no.) _____
	Requester's name and address (optional)
	City, state, and ZIP code _____
	List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-		-			

Employer identification number								
		-						

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## Thomas Logistics Broker / Carrier Agreement

This Thomas Logistics ( Broker) / Carrier Agreement (this "Agreement") shall govern the services provided by \_\_\_\_\_, a \_\_\_\_\_ and licensed motor carrier pursuant to Docket No. MC-\_\_\_\_\_ (hereinafter referred to as "CARRIER") and Thomas Logistics (hereinafter referred to as "BROKER") a Texas Limited Liability company and a licensed property broker pursuant to Docket No. MC-795635.

1. TERM. This agreement shall be for the period of one (1) year and shall be automatically renewed; provided, however, that either party may terminate this Agreement upon fifteen (15) days' written notice.
2. PAYMENT TERMS. BROKER shall transmit payment of freight charges to CARRIER upon receipt from BROKER'S customer and shall endeavor to transmit payments in thirty days (30). If BROKER, in its sole discretion, elects to advance payment to CARRIER prior to receipt from BROKER'S customer, such advance is with recourse. Interest and penalties shall not apply to late payments.
3. RELATIONSHIP. Upon accepting tendered load from BROKER, CARRIER shall not broker, interline, co-broker, assign or trip lease loads with another party and shall transport all tendered loads (also referred to herein as shipments) on equipment insured, placarded and controlled by CARRIER. CARRIER agrees to transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and the operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and the appearance; and (d) utilize only competent, able and licensed personal. CARRIER shall have the full control of such personal; shall perform the services hereunder as an independent contractor and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation and other services performed hereunder. Failure to comply will result in non-payment of freight charges.
4. SHIPMENT DOCUMENTATION. CARRIER is to be named on the bill of lading as the carrier of record. BROKER shall be identified as the agent of the shipper to whom invoices are sent for processing. Upon delivery of each shipment made hereunder, CARRIER shall submit original signed proof of delivery and signed BROKER'S load confirmation with invoices to BROKER'S as agent for shipper. Invoice will be in an amount equal to the rates and accessorial charges agreed to on the BROKER'S load confirmation sheet or other signed writing. Proof of delivery ( or Receipt) must show the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or BROKER'S customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of Invoice not submitted with in sixty (60) days of the ship date specified on the applicable bill of lading are waived. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
5. DETENTION. CARRIER agrees to allow five (5) hours per location at origin, at destination, and at each intermediate stop before detention charges commence. BROKER must be notified at the end of the five (5) hours that CARRIER is still at location before any charges commence. CARRIER'S failure to contact BROKER will result in no detention being applied.

Thomas Logistics  
905 S Harwood St  
Dallas TX 75201

All Carriers must Initial here \_\_\_\_\_

6. INSURANCE. CARRIER warrants BROKER ( and its customers) that it meets the following criteria:
- CARRIER shall maintain cargo liability insurance in the amount of not less than \$100,000 per shipment. Such Insurance policy shall provide coverage to BROKER, BROKER'S customer and the owner and / or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
  - CARRIER shall maintain public liability (Auto) insurance in the amount of not less than \$1,000,000 as required by federal regulation ( BMC-91 on file)
  - CARRIER shall maintain worker's compensation insurance as required by state law
  - CARRIER shall have commercial general liability coverage in the amount not less than \$1,000,000 per occurrence
  - CARRIER shall provide certificates of insurance naming BROKER as additional insured AND certificate holder.
7. OPERATING AUTHORITY / SAFETY. CARRIER warrants that it has a United States Department of Transportation ( USDOT) safety rating of "satisfactory) or equivalent and is otherwise authorized to provide the proposed services. CARRIER shall at all times during the term of this Agreement be in compliance with all applicable laws.
8. GOVERNING RULES. Texas law ( except for any conflict of laws principles that would result in the application of the law of any other state), venue ( which shall be exclusive and with respect to which parties hereto waive any right to argue that TEXAS is a forum non conveniens) and jurisdiction shall apply. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101(b) to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER'S performance under this Agreement or to exercise r rights or privilege shall not be a waiver of any BROKER'S rights or privileges herein. The following rules shall apply"
- The terms of the Standard Truckload Bill of Lading;
  - Standard claims rules otherwise applicable to common carriers (49 C.F.R § 370);
  - Cargo claims liability as set forth in the Carmack Amendment ( 49 U.S.C § 14706);
  - Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement;
  - Claims may be filed by BROKER or BROKER'S customer with CARRIER; and
  - BROKER'S customer is a third party beneficiary of this Agreement
9. FREIGHT LOSS,DAMAGE OR DELAY. CARRIER shall have the sole and exclusive care, custody and control of Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 3 above. CARRIER assumes the liability of a common carrier ( i.e, Carmack Amendment Liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER'S care, custody or control. CARRIER shall pay BROKER ( for BROKER'S customer) or allow BROKER to deduct from amount BROKER owes CARRIER, the full actual loss for the kind and quality of commodities so lost, delayed, damaged or destroyed. CARRIER agrees to transport and deliver loads within reasonable dispatch unless a specific delivery date is shown on the bill of lading or load confirmation. In the event a claim is resolved to the satisfaction of the BROKER or its customer within 90 days of presentation or CARRIER is unable to demonstrate the loss is properly insured, BROKER in its sole discretion may elect to offset the claimed amount against freight charges otherwise due and owing to CARRIER, placing such claims for CARRIER'S

- negligence may be submitted for binding arbitration under the procedures established by the Transportation Lawyers Association with the cost of same to be evenly divided between the parties.
10. INDEMNIFICATION. CARRIER agrees to indemnify, defend and hold BROKER and its customers harmless from any claims for loss or damage, including, but not limited to, claims or related to personal injury (including death) and property damage; to the extent caused by an act or omission of CARRIER, its employees or agents, in the performance of this Agreement or the services provided hereunder.
  11. FREIGHT CHARGE COLLECTION. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to BROKER'S customers for the services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against that shipper, receiver, consignor, consignee or BROKER'S customer unless authorized in writing by BROKER.
  12. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of any BROKER'S customers on account of any dispute as to rates or any alleged failure to receive payments of freight charges incurred under this Agreement. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 9 of this Agreement.
  13. BACK SOLICITATION. CARRIER agrees to not back solicit any customer of BROKER, either directly or indirectly. As liquidated damages, CARRIER agrees to pay BROKER a fifteen percent (15%) commission on all traffic handled by customers first introduced to CARRIER by BROKER for a period of eighteen (18) months following cancellation of this Agreement.
  14. ASSIGNMENT / BENEFIT OF AGREEMENT. Neither this agreement nor any of the rights or obligations hereunder may be assigned (including, without limitation, by operation law, merger, change of control or otherwise), delegated or subcontracted, without the prior written consent of BROKER. Any unauthorized assignment, delegation or subcontracting of this agreement or any of the rights or obligations hereunder shall be null, void and of no effect. This agreement supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Except as otherwise expressly set forth herein, no third party is intended to have or shall have any rights under this Agreement.
  15. INTERPRETATION/ SEVERABILITY. The heading inserted at the beginning of each section are for convenience only, and do not add to or subtract from the meaning of the contents of each section. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective ad valid under applicable Law, but if any provisions of this agreement shall be prohibited by, or held to be invalid under, applicable Law, such provisions shall be severable and ineffective solely to the extent of such prohibition or invalidity, and the remaining provisions of this agreement shall not be impaired or otherwise affected by such Prohibition or invalidity, and the parties shall negotiate in good faith to replace such prohibited or invalid provisions with permitted and valid provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such prohibited or invalid provision.
  16. CONFIDENTIALITY. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their respective customers, including but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and the respective customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of a violation of this paragraph, the parties agree that the remedy by law, including monetary damages, may be inadequate and the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this

Agreement, in which case the prevailing party shall be entitled to payment or reimbursement from the violating party for all costs and expenses incurred by or on behalf of the prevailing party, including, but not limited to, reasonable attorney's fees.

17. USE OF SUBCONTRACTORS. CARRIER warrants that all service will be provided on motor vehicles insured, placarded and controlled only by CARRIER ( and that CARRIER will not double broker any services to be provided hereunder) in accordance with the terms of this Agreement. In the event CARRIER violates this warranty and double brokers any shipment to a carrier not authorized in writing by BROKER, CARRIER agrees that it shall be fully liable to BROKER and its customers for all insurance claims, for any vicarious liability resulting from the breach of this warranty and for any demand for freight charges by the actual service provider. In addition to CARRIER'S obligation to indemnify and hold harmless BROKER and its customer for any liability or claim arising out of breach of this warranty, CARRIER agrees that as liquidated damages, BROKER may retain all unpaid freight charges due and owing to CARRIER and may seek recompense including state law charges from BROKER'S contract on shipment double brokered in violation of this provision. Furthermore, BROKER shall be entitled to the sum of **\$1,000 for each occurrence of double brokering without written consent, which may be set-off from any unpaid freight charges due to CARRIER.**
18. COUNTERPARTS. This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by facsimile or email transmission (including PDF and TIF formats) that includes copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
19. WAIVER. No waiver will apply to any term, condition or covenant other than that which is specified in the waiver. No waiver by a party of any breach or any term, covenant or condition hereof shall be deemed a waiver of the same as to any subsequent breach. No covenant, term or condition of this Agreement shall be deemed waived by any party unless waived and executed in writing by such party. No failure to delay by any party in exercising any right or remedy under this agreement, and no course of dealing among the parties operates as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy. The rights and remedies set forth in the Agreement are in addition to, and not limitation of, any other rights and remedies at law or in equity.
20. LIIMITATION OF LIABILITY. In no event shall BROKER be liable for any incidental, consequential, indirect or special damages with respect to the subject matter of this Agreement.
21. NON-SOLICITATION. The Parties agree that neither party shall directly or indirectly solicit the employment of or hire any officers or employees of th other for a period of one (1) year after the termination date of this Agreement without prior written consent of the other party: provided, however, that nothing herein shall be construed to prohibit either party from (a) placing general advertisements for employment and hiring people who respond to those advertisements; or (b) recruiting and hiring through employment agencies ( so long as the recruiting party does not direct such agencies to solicit the employees of the other party).



22. CARRIER COMMUNICATION. CARRIER agrees to provide BROKER status updates on each shipment. Unless other requirements are communicated from BROKER to CARRIER, updates are to be provided from CARRIER within 1 hour of each of the following events: arrival at shipper, loaded at shipper, arrival at receiver and empty at receiver. In addition, CARRIER agrees to provide BROKER a minimum of 1 ETA/location update by 10:00am Central Standard Time on every day there is not a pickup and/or delivery. With respect to any in-cab communications regarding shipments handled for THOMAS LOGISTICS CARRIERR warrants that all drivers will comply with federal requirements regarding hands free communications while operating a commercial motor vehicle.

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as the date written below

BROKER  
Thomas Logistics  
Authorized  
Representative  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Address 905 S Harwood St  
Dallas TX 75201

CARRIER  
\_\_\_\_\_  
Authorized  
Representative  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone # \_\_\_\_\_  
Fax # \_\_\_\_\_  
MC# \_\_\_\_\_  
Federal ID # \_\_\_\_\_

ALL CARRIERS MUST SIGN THIS PAGE

Thomas Logistics  
905 S Harwood St  
Dallas TX 75201

All Carriers must Initial here \_\_\_\_\_



U.S. DEPARTMENT  
OF TRANSPORTATION

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85  
FMCSA FILER  
ACCOUNT NO. 22512

Approved by OMB  
2126-0017  
License No.  
MC- 795635

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Thomas Mushroom & Specialty Produce Inc IV D/B/A  
Thomas Logistics

of 905 S Harwood St Dallas, TX 75201  
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.  
(Name of Trustee)

a financial institution created and existing under the laws of the State of California  
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Property Broker or a Household Goods Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a either a licensed Property Broker or a licensed Household Goods Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

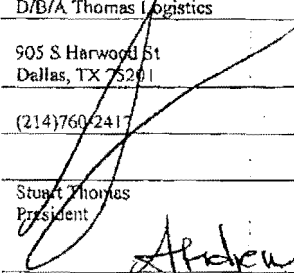
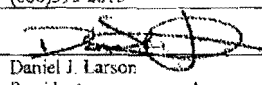
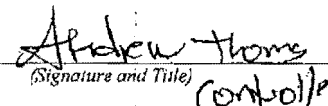
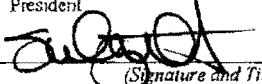
1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor, and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00) for Property Brokers or less than Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers, Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 19 day of Sept., 2012, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 19 day of Sept., 2012

TRUSTOR		TRUSTEE	
Name	Thomas Mushroom & Specialty Produce Inc IV D/B/A Thomas Logistics	Name	PACIFIC FINANCIAL ASSOCIATION, INC.
Address	905 S Harwood St Dallas, TX 75201	Address	12707 High Bluff #200 San Diego, CA 92130
Telephone No	(214)760-2417	Telephone No.	(800)595-2615
By	 Stuart Thomas President	By	 Daniel J. Larson President
Witness	 Andrew Thomas (Signature and Title) Controller	Witness	 (Signature and Title)

Only financial institutions as defined under 49 CFR 387.307(e) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

#### NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF TRUSTEE OR TRUSTOR



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
**September 25, 2012**

**LICENSE**

**MC-795635-B**

U.S. DOT No. 2344148

THOMAS MUSHROOM & SPECIALTY PRODUCE INC IV

D/B/A THOMAS LOGISTICS

COPPELL, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO